UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

.

In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

:

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NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Credit Suisse AG, Singapore Branch ("Transferor")

1 Madison Avenue New York, NY 10010 Attn: Allen Gage

Telephone: (212) 538-9137

2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55825 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019

Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as $\underline{\text{Exhibit B}}$ hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in $\underline{\text{Exhibit C}}$ hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU**OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408 08-13555-mg Doc 22580 Filed 11/22/11 Entered 11/22/11 17:23:03 Main Document Pg 2 of 18

	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE
	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
*******	CLERK
FOR (CLERK'S OFFICE USE ONLY:
This no	otice was mailed to the first named party, by first class mail, postage prepaid on, 2009.
INTER	RNAL CONTROL NO
Copy:	(check) Claims Agent Transferee Debtors' Attorney
	Deputy Clerk

EXHIBIT A

[Proof of Claim]

		The second secon
	Colo Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	CURITIES PROGRAMS DOF OF CLAIM
	Lenman Brothers Holdings Inc., et al., Case No. 08-13333 (JMP)	- Southern District of New York trothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055825
	Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	
I	Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)	Check this box to indicate that this claim amends a previously filed claim.
ı	Credit Suisse Singapore Branch	Court Claim Number:(If known)
Ì	See Attached Rider	Filed on:
l	Telephone number: Email Address:	
	Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Į	Telephone number: Email Address:	The state of the s
	1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim in	tember 15, 2008 or acquired them thereafter, m amount must be stated in United States at to more than one Lehman Programs Security,
1	Amount of Claim: \$ See Attached Rider (Required)	
-	Check this box if the amount of claim includes interest or other charges in addition to the principal amount	ount due on the Lehman Programs Securities.
	 Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISI which this claim relates. 	
-	International Securities Identification Number (ISIN): See Attached Rider (Required	1)
1	3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other appropriate (cach, a "Blocking Number") for each Lehman Programs Security for which you are filing a claifrom your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If y than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehma relates.	er depository blocking reference number, as im. You must acquire a Blocking Number ou are filing this claim with respect to more
-	Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and number:	or other depository blocking reference
1	See Attached Rider (Required)	

accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See Attached Rider

(Required) 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

10/15/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if

OCT 2 9 2009

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EPIG BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent elaim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Gary James Ng

Thomas Llock Legal and Compliance

Thomas Heeb

RIDER TO PROOF OF CLAIM FILED ON BEHALF OF Credit Suisse, Singapore Branch against LBHI (Lehman Programs Securities)

- In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse, Singapore Branch ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.
- 6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- No judgment has been rendered on the claims set forth in this proof of claim.
- No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse, Singapore Branch 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Ph: (212) 474-1135

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin

SCHEDULE I

Branch	
Singapore	
AG, S	
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Credit	
S Entity:	

	Denominational		Total Holdi (Sub-)C	Total Holdings at each (Sub-)Custodian		Euroclear A/C 22043			Euroclear A/C 94285	
ISIN (12 digits)	Currency	(Sub-)Custodian	Nominal	Units	Nominal	Units	Blocking No.	Nominal	Units	Blocking No.
-	USD	Euroclear		250	0	250	9464836			
-	USD	CS Zurich		850					850	9464762
-64	EUR	Euroclear	40,000		40,000		9464837			
1000	EUR	Euroclear	100,000		100,000		9464838			
	EUR	Euroclear	30,000		30,000		9464839			
-44	EUR	CS Zurich	370,000					370,000		9464748
-	EUR	Euroclear	150,000		150,000		9464840			
7	CHF	Euroclear	100,000		100,000		9464841			
-	USD	Euroclear	180,000		180,000		9464842			
-	usp	CS Zurich	3,050,000					3.050.000		9464754
F	nsp	Euroclear	200,000		200.000		9464843			
f	usp	CS Zurich	4.350,000					4 350 000		9464751
f	nsp	Euroclear	400,000		400.000		9464844			
F	nsp	CS Zurich	5,520,000					5.520.000		9464756
XS0210414750	GBP	Euroclear	65.000		65 000		9464845			
f	EUR	Euroclear	100,000		100,000		9464846			
_	CHF	Euroclear	45,000		45,000		9464847			
_	EUR	Euroclear	320,000		320,000		9464848			
	EUR	Euroclear	900,000		900,000		9464849			
=	USD	Euroclear	235,000		235,000		9464850			
-	usp	CS Zurich	720,000					720,000		9464758
_	EUR	Euroclear	400,000		400,000		9464851			
Ť	EUR	Euroclear	9,300,000		9,300,000		9464852			
-	usp	Euroclear	800,000		800,000		9464853			
-	USD	Euroclear	200,000		200,000		9464854			
-	nsp	Euroclear	1,000,000		1,000,000		9464855			
	HKD	Euroclear	3,000,000		3,000,000		9464856			
7	OSD	Euroclear	2,450,000		2,450,000		9464857			
	OSD	Euroclear	200,000		200,000		9464858			
	EUR	Euroclear	200,000		200,000		9464859			
	EUR	Euroclear	500,000		200,000		9464860			
	usp	Euroclear	700,000		700,000		9464861			
	nsp	Euroclear	2,000,000		2,000,000		9464862			
XS0290557692	OSD	Euroclear	3,000,000		3,000,000		9464863			
	asn	Euroclear	350,000		350,000		9464864			
	OSD	Euroclear	200,000		200,000		9464865			
	HKD	Euroclear	3,000,000		3,000,000		9464866			
	EUR	Euroclear	100,000		100,000		9464867			
XS0301129549	EUR	Euroclear	100,000		100,000		9464868			

Branch	
Singapore	
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Entity:	
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			Total Holdli (Sub-)Ct	Total Holdings at each (Sub-)Custodian		Euroclear A/C 22043			Euroclear A/C 94285	- 20
ISIN (12 digits)	Denominational Currency	(Sub-)Custodian	Nominal	Units	Nominal	Units	Blocking No.	Nominal	Units	Blocking No.
XS0301337225	asn	Euroclear	300,000		300,000		9464869			
XS0301568118	HKD	Euroclear	5,000,000		5,000,000		9464870			
XS0301568977	nsp	Euroclear	900,000		000'006		9464871			
XS0301813522	OSD	Euroclear	3,890,000		3,890,000		9464872			
XS0302669519	EUR	Euroclear	845,000		845,000		9464873			
XS0303759632	nsp	Euroclear	250,000		550,000		9464874			
XS0305085218	asn	Euroclear	200,000		200,000		9464875			
XS0305098971	nsp	Euroclear	000'009		000'009		9464876			
XS0305100389	EUR	Euroclear	100,000		100,000		9464877			
XS0308100402	asn	Euroclear	5,000,000		5,000,000		9464878			
XS0308274140	OSD	Euroclear	200,000		200,000		9464879			
XS0308390722	nsp	Euroclear	4,000,000		4,000,000		9464880			
XS0308588838	USD	Euroclear	400,000		400,000		9464881			
XS0308734911	asn	Euroclear	5,300,000		5,300,000		9464882			
XS0308970994	usp	Euroclear	1,000,000		1,000,000		9464883			
XS0316992154	asn	Euroclear	1,000,000		1,000,000		9464884			
XS0319612114	nsp	Euroclear	3,000,000		3,000,000		9464885			
XS0320520884	nsp	Euroclear	1,200,000	The second second second	1,200,000		9464886			
XS0321101007	usp	Euroclear	450,000		450,000		9464887			
XS0323081801	nsp	Euroclear	200,000		200,000		9464888			
XS0323535418	nsp	Euroclear		115		115	9464889			
XS0324461671	asn	Euroclear	1,100,000		1,100,000		9464890			
XS0325369725	nsp	Euroclear	100,000		100,000		9464891			
XS0325369725	asn	CS Zurich	178,000					178,000	00	9464753
XS0325550555	EUR	Euroclear	100,000		100,000		9464892			
XS0326490843	nsp	Euroclear	3,000,000		3,000,000		9464893			
XS0326539102	asn	Euroclear	100,000		100,000		9464894			
XS0327848015	asn	Euroclear	000'009		600,000		9464895			
XS0328064810	nsp	Euroclear	200,000		200,000		9464896			
XS0328864698	ΗΚD	Euroclear	40,500,000		40,500,000		9464897			
XS0330421321	asn	Euroclear	600,000		000'009		9464898			
XS0330421834	HKD	Euroclear	10,000,000		10,000,000		9464899			
XS0330422055	HKD	Euroclear	1,000,000		1,000,000		9464900			
XS0331034768	asn	Euroclear	1,950,000		1,950,000		9464901			
XS0331399773	asn	Euroclear	100,000		100,000		9464902			
XS0331399856	EUR	Euroclear	300,000		300,000		9464903	50.00		
XS0331399930	OSD	Euroclear	350,000		350,000		9464904			
XS0332199115	nsp	Euroclear	250,000		250,000	77.00	9464905			
XS0333301546	HKD	Euroclear	1,000,000		1,000,000		9464906			

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USD Euroclear 3,000,000 3 SGD Euroclear 2,000,000 2 USD Euroclear 2,700,000 4 USD Euroclear 320,000 4 USD Euroclear 320,000 1 USD Euroclear 300,000 1 USD Euroclear 300,000 7,400 USD CS Zurich 4,000,000 7,400 USD CS Zurich 20,000 7,400 USD CS Zurich 20,000 7,600 USD CS Zurich 2,000,000 1,650 USD CS Zurich 2,000,000 1,650 USD CS Zurich 2,000,000 1,650 USD CS Zurich 2,000,000 <	100,000	9464919		
SGD Euroclear 2,000,000 2 USD Euroclear 2,700,000 4 USD Euroclear 320,000 4 USD Euroclear 320,000 1 USD Euroclear 1,450,000 1 USD Euroclear 1,450,000 1 USD Euroclear 300,000 1 USD CS Zurich 4,000,000 7,400 USD CS Zurich 4,000,000 7,400 USD CS Zurich 20,000 1 USD CS Zurich 20,000 1 USD CS Zurich 20,000 1,650 USD CS Zurich 2,000,000 1,650 USD CS Zurich 350,000 1,650 USD CS Zurich 600,000 1,650	3,000,000	9464920		
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USD Euroclear 4,000,000 USD Euroclear 320,000 USD Euroclear 1,450,000 USD Euroclear 100,000 EUR Euroclear 300,000 USD CS Zurich 7,400 USD CS Zurich 4,000,000 USD CS Zurich 20,000 USD CS Zurich 875,000 USD CS Zurich 875,000 USD CS Zurich 200,000 USD CS Zurich 1,650 USD CS Zurich 2,000,000 USD CS Zurich 2,000,000 USD CS Zurich 2,000,000 USD CS Zurich 2,000,000 USD CS Zurich 39,000 USD CS Zurich 2,000,000	2,700,000	9464922		
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EXHIBIT B

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Credit Suisse AG, Singapore Branch ("Seiler") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55825 attached hereto in Schedule 2, filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and as debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; or, alternatively, Seller is duly authorized to sell, transfer and assign the Transferred Claims by the owner of the Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer, (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor, if different from Seller, the owner of the Transferred Claims has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) no objection to the Transferred Claims has been received.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York

IN	WITNESS	WHEREOF,	this	AGREEMENT	AND	EVIDENCE	OF	TRANSFER	OF	CLAIM	is
executed on:											

Date:

Credit Sulsan AG, Singapore Branch

By:
Name Lee The Llong

Title: Advisors and Order Edifillment Singapore

Credit Suisse AG, Singapore Branch One Raffles Link #05-02

#05-02 Singapore 039393

Date:

Barclays Bank PLC

Name: Daniel Crowley Title: Managing Director

By:___ Name: Title:

> Barclays Bank PLC 745 Seventh Avenue New York, NY 10019 USA

Transferred Claims

Lehman Programs Securities to which Transfer Relates

Description of Security 1	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount
Lehman All Weather Strategy II USD Fund	XS0203783526	Lehman Brother Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD 850*000.00